

Online Banking Agreement

Effective Date: August 1, 2024

Part I. General

1. This Online Banking Agreement ("Agreement") for accessing your accounts and loans via First Technology Federal Credit Union's online banking website ("Online Banking") explains the terms and conditions governing the services offered through Online Banking via our website, www.firsttechfed.com, and our First Tech Mobile Application ("Mobile App") including without limitation bill pay services, external and internal transfers, mobile banking, mobile deposit, and alert services (collectively, "Service(s)"); some of which may require separate enrollment and have additional terms of use. First Technology Federal Credit Union may, from time to time, introduce new Services and we will update our website to include them. As used in this Agreement, the words "you" and "your" refer to any user of the Service(s). The terms "First Tech," "we," "us," "our," and "Credit Union" refer to First Technology Federal Credit Union.
2. This Agreement is provided in accordance with applicable laws and regulations, including but not limited to the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 C.F.R. 1005, et seq.) for use of the Service in connection with consumer accounts, to inform you of certain terms and conditions for use of the Services described in this Agreement. This Agreement includes general terms and conditions of the Services that apply to consumer and business accounts, but also has specific designated provisions that only apply to consumer use of the Services and other designated provisions that only apply if you have a business account.

Part II. Acceptance of Agreement

When you enroll in, use, access, or permit any other person(s) to enroll in, use, or access, any of the Services, you agree to abide by the terms and conditions of this Agreement in its entirety, as may be amended from time to time. By agreeing to the terms of this Agreement or using the Services, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. A copy of the most current Agreement will be available in Online Banking and/or on our website at firsttechfed.com. We ask you to please review the Agreement regularly. If, at any time, you do not agree with the terms and conditions of the Agreement, please discontinue your use of the Services.

Part III. Other Agreements

1. In addition to this Agreement, in connection with your use of the Services, you may be subject to, and/or required to agree to, account agreements, guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post in Online Banking or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Services, you will be subject to and/or required to agree to, separate end user agreements governing or relating to such features, products or services. All such account agreements, guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, "Additional Agreements"), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any share draft, share savings, or other share accounts, loan, line of credit and credit card accounts, and any other accounts that you may view, modify, or otherwise access while using the Services; fee schedules; our electronic fund transfer agreement and disclosures; our online bill payment authorization and agreement; and your application or signature card. When you access accounts online or initiate transactions and/or requests using Online Banking, this does not change the Additional Agreements you already have with us on those accounts.
2. If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement, the terms and conditions of the specific Service shall govern as to that particular Service unless expressly stated herein. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

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For example, when you use the Services to access your share draft account, you do so under the terms and conditions in the *Truth-in-Savings Disclosure, Membership and Account Agreement*, and any other Additional Agreements for the account. You should review those agreements and our *Fee Schedule/Sheet* for any applicable fees, for limitations on the number of transfers you can make, and for other obligations and restrictions, which might impact your use of an account with Online Banking.

Part IV. Service and Security Features

1. Subject to the terms and conditions of this Agreement, Online Banking allows you to do, but is not limited to, the following, as may be amended from time to time:
 - a. Open share accounts and/or share certificates;
 - b. Transfer funds between your linked First Tech share accounts on either a one-time or recurring basis, including making payments to a linked loan;
 - c. Transfer funds between your share accounts and your accounts at other financial institutions;
 - d. Transfer funds from your First Tech lines of credit to your share accounts with us;
 - e. Make bill payments through our Online Bill Payment Program;
 - f. Apply for loans and credit cards;
 - g. View loan, credit card, share account, and/or share certificate balances;
 - h. Obtain account balance and certain other account information for your First Tech accounts (including share draft, share savings, or other share accounts, and loan accounts);
 - i. Review transaction information on your accounts;
 - j. Download certain account transactions to your personal computer;
 - k. Download various banking forms;
 - l. View online statements, late notices, tax forms, and opt into and manage electronic statements/notices;
 - m. Find physical locations where you can access our banking services;
 - n. Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of share statements, stopping payment on checks, updating your address, email address and phone number, and changing your Online Banking ID and password;
 - o. Send us secure online messages, including through chat.
2. In our sole discretion, we may, from time to time, introduce new features to Online Banking or modify or delete existing features. We shall notify you of such modifications if required by applicable law. By using any new or modified features, you agree to be bound by the terms and conditions associated with such features, if any.
3. Upon enrolling in Online Banking for the first time, certain Services related to the electronic transfer of funds from and out of your account may be turned off or limited for up to thirty (30) days after enrollment, in the sole discretion of First Tech, for security purposes. You will still have the ability to access and withdraw funds from your account by visiting a First Tech branch or calling us at 855.855.8805 and otherwise in accordance with the *Membership and Account Agreement*.

Part V. Hours of Availability, Banking Days

1. You can generally access the Services through Online Banking seven (7) days a week, twenty-four (24) hours a day, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software. However, First Tech makes no guarantee that the Services will be uninterrupted or error-free. At certain times, some or all of the Services may not be available due to system maintenance or unscheduled emergencies.

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During these times, you may visit a First Tech branch, First Tech ATM, or other CO-OP ATM or contact us toll-free at 855.855.8805 to conduct your transactions. Our business days are Monday through Friday except for federal banking holidays. Hours and branch locations are posted on our website and subject to change without prior notice. Please inquire with specific branches or visit our website (firsttechfed.com) for our business hours.

2. We will process the transactions you initiate on a business day by our processing cut-off time of 5:00 pm Pacific Time with an effective date on the same business day; if you initiate a transaction after the processing time on a business day, or you initiate a transaction on a non-business day (Saturday, Sunday, and federal banking holidays), the transaction will be processed with an effective date on the next business day.

Part VI. System Requirements

1. You are solely responsible for obtaining, installing, maintaining, and operating all software, hardware, and/or other equipment (collectively, "Equipment") necessary to access and/or use the Services, including but not limited to an Internet capable device (i.e., computer, mobile telephone, tablet) ("Access Device"). We support the most current versions of web browsers, operating systems, and other necessary software. To view a complete listing of our hardware and software requirements, please visit <https://banking.firsttechfed.com/Authentication#/browser-support>.
2. Further, you are responsible for obtaining and maintaining Internet services from the Internet service provider of your choice, which includes responsibility for any fees and costs imposed by such Internet service provider or related service providers. These responsibilities include, without limitation, your utilizing up to date web browsers, Access Devices and best commercially available encryption, antivirus, anti-spyware, and Internet security software. You acknowledge that there are certain risks associated with using open networks such as the Internet including security, corruption, transmission error, and access availability risks and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Equipment and Access Devices used to access the Services, and for the transmission and receipt of information using such Equipment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Equipment and/or Access Device nor are we responsible for notifying you of any upgrades, fixes, or enhancements or for providing technical or other support for your Equipment and/or Access Device.
3. You understand that your use of the Access Device is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Devices and Equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements, which could result in damage to your Access Device, Equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO YOUR EQUIPMENT, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICES, OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED VIA THE SERVICES.

Part VII. Account Access Information

You understand and agree that in order to use the Services, you must have an account in good standing. Prior to accessing your accounts for the first time, you must enroll in the Services by completing the registration process and setting your Online Banking ID and password. To protect your accounts from unauthorized access, when you log in to Online Banking for the first time, you may be asked to select the contact method (text, call, email) that we may use to authenticate your identity and provide a one-time secure access code. You agree to be responsible for using Online Banking to maintain and update your registered phone number, email address, and preferred contact method, as needed. Finally, you may be prompted to register the Access Device that you will be using to access the Services. Each time you log in to Online Banking from an Access Device not previously registered, you may be required to enter a one-time access code before you can access your accounts. This collective process is referred to as the Enhanced Login Security Process. The Online Banking registration

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process and/or security features may change from time to time upon notice to you at the time of login to Online Banking or by amendment to this Agreement. After you have completed the registration process, entered your Online Banking ID and password, and completed the Enhanced Login Security Process, you may access the Services.

Part VIII. Passwords

1. In our sole discretion, we may change the parameters for passwords used to access the Services without prior notice to you. If we do so, you will be required to change your password the next time you access the Services. To prevent unauthorized access to your account and to prevent unauthorized use of the Services, you agree to protect and keep confidential your card number, account number, PIN, access code, password, and any other means of accessing your account via the Services. The loss, theft, or unauthorized use of your card number, account number, Online Banking ID, PIN, access code, password, or other means to access your account ("Account Information") could cause you to lose some or all of the money in your account, including draws on your credit card or overdraft transfers. Additionally, it could permit unauthorized persons to gain access to your sensitive personal and account information and to use such information for fraudulent purposes.
2. If, at any time, you believe that your Account Information has been lost or stolen or the Services have been used or accessed without your authorization, you agree to notify us immediately by calling us toll-free at 855.855.8805 or visiting a First Tech branch.
3. Your Online Banking ID and password are established for security purposes. You understand that you cannot use the Services without an Online Banking ID and password. **YOU AGREE THAT USE OF THE ONLINE BANKING ID AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your password acts as your signature.** All transactions affected by use of the Services contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your Online Banking ID and password or as otherwise authorized under this Agreement.
4. You understand that if you disclose your Account Information to any person(s), you have given them access to your account via the Services including the ability to review all of your personal, financial, and other information and to engage in account transactions. All transactions that person performs after you grant authority to initiate transactions to that person, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or that person initiates with fraudulent intent are also authorized transactions. In such instances, you assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your accounts and for use of any of your personal and account information by such person(s). We are entitled to act on all transaction instructions received using your Online Banking ID and password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your Account Information in any manner that authority will be considered valid until you specifically revoke such authority by notifying us in writing and immediately changing your Online Banking ID and password. You will be responsible for any transactions made by such authorized persons up to the time you notify us of the revocation and the Online Banking ID and password have been changed.
5. If you fail to maintain the security of your Online Banking ID and/or password and the Credit Union suffers a loss as a result, we may terminate your access to the Services immediately, as determined in our sole discretion.
6. If you voluntarily subscribe to a third-party account aggregation service or payment transfer service where your selected First Tech share and/or loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your First Tech Online Banking ID and password to the third-party service provider. You understand that by doing so, you are providing the third-party service provider access to your First Tech account(s), and we may not be responsible for unauthorized transactions initiated through such third-party service provider, although you may have recourse directly against the third-party service provider.

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Part IX. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statements upon receipt. If you find that your records and ours disagree, you must immediately call us. The Online Banking ID and password that is used to gain access to the Services should be kept confidential. For your protection, sign off after every session and close your browser to ensure confidentiality. To maintain the security and privacy of your account, we recommend that you periodically change your password. Further, we recommend that you memorize your password and do not write it down. You are responsible for keeping your Online Banking ID, password, account number and other Account Information confidential. Neither First Tech nor any company affiliated with First Tech will contact you via email, text message/SMS, or phone requesting your Online Banking ID, password or one-time passcode. If you believe that your password or any other Account Information may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling us toll-free at 855.855.8805 or by visiting a First Tech branch.

Part X. Joint Account Owners

The terms of this Agreement extend to all joint account owners. All joint account owners must be owners (signers) on the designated joint account and each account owner should have a unique Online Banking ID and password. Each account designated for the Services can be accessed via the Services by any one of the joint owners, and you agree that we may act on the verbal, written, or electronic instructions of any joint account owner or authorized signer. If you use the Services to access an account you jointly own with another member, access, and transactions by any one such member through the Services will be considered authorized by all account owners. Any account owner may discontinue his/her own use of the Services.

Part XI. Services Fees

1. You may generally access the Services provided to you at no additional cost. Any costs related to the Services are set forth in our *Fee Schedule/Sheet*. However, you may incur additional fees if you obtain some of the products or services available through the Services. For example, if you request an advance from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. Please refer to our *Fee Schedule/Sheet* or the Additional Agreements provided to you for further information. We reserve the right to add or modify any such fees provided that we notify you of such changes if required by applicable law. Any fees charged will be deducted from your share draft account or share savings account, as applicable.
2. At all times, you remain responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Part XII. Payments & Transfers

Section 1. Bill Pay

We offer bill pay services to make one-time or repeating payments to individuals, entities, companies, or merchants in order to pay your bills ("Bill Pay Services"). Should you elect to use the Bill Pay Services, you agree to abide by the "Terms and Conditions Bill Payment Service" ("Bill Pay Service Agreement"), in addition to the terms and conditions contained in this Agreement. The terms and conditions of the Bill Pay Service Agreement can be viewed when you first register for the Bill Pay Services and on our website at firsttechfed.com. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Bill Pay Service Agreement, the terms and conditions of the Bill Pay Service Agreement shall govern as applicable to the specific Bill Pay Services.

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Section 2. General Terms Applicable to Electronic Transfers

Subsection 1. Authorization

You authorize us to charge your designated account for all transfers of funds that you initiate through the Services and you agree to have sufficient available funds or available credit in your account on the date such transfer is to be performed. You authorize us to select any means to execute your funds transfer request including Automated Clearing House ("ACH"). You understand and agree that you will be bound by the rules and regulations that govern the applicable funds transfer systems, including ACH rules as published by the National Automated Clearing House Association.

Subsection 2. Type of Transfers

1. You may set up transfers to occur in two ways: one-time only or on a recurring basis. The date the debit is scheduled to take place is known as the "Schedule Date". You acknowledge and agree that it is your responsibility when setting up a transfer to pay attention to the Schedule Date specified within the Online Banking system and, to the extent applicable, the projected date the transferee will receive funds, and to make sure that you are providing the transferred funds in accordance with the terms of any agreement with your transferee. We expressly disclaim any responsibility of any liability you may have (e.g., payment of late fees) for transfers that do not occur within the time period you have agreed to with any third party, as our sole responsibility is to use commercially reasonable efforts to transfer funds on the date(s) specified in the Online Banking system.
2. At all times, we reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.
3. **Declining Transfers.** We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders, or to carry out change or cancellation requests. We do not guarantee all transfer requests will be processed without interruption.
4. **Right to Cancel Transfers.** You may not cancel or stop any transfer that is already in progress. For one-time transfers designated with a future Schedule Date and recurring transfers, you may cancel any transfers as long as we receive the cancellation or stop request before the Schedule Date or next scheduled recurring transfer. For recurring transfers, you can choose to cancel the entire recurring payment schedule or only the next scheduled transfer. If you choose to cancel the entire recurring payment schedule, all future transfers will be cancelled, and you must reschedule any recurring payments you want to occur in the future.

Subsection 3. Account Validation for External Accounts

You authorize us to validate any external account in a manner selected by us, including through the use of micro-deposits. If we choose to utilize micro-deposits to verify the external account, two low value deposits will be transferred into and debited out of your designated external account. Once the micro-deposits are complete, we may ask you to access your external account at the other financial institution to tell us the amount of the two micro-deposits or any additional information reported by your financial institution with these micro-deposits. We may also verify external accounts by requiring you to submit proof of ownership of such external account. If you are unable to provide validation of an external account, you will not be permitted to conduct transfers using such external account.

Section 3. In Case of Errors or Questions about Your Electronic Transfers

Subsection 1. Consumer/Personal Accounts Only

1. In case of questions or errors about transfers initiated through the Services, including transfers, or bill payments, you should either send us a secure message through the Services after signing on with your Online Banking ID and password

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to a secure session, or contact us at 855.855.8805 or via written notice at First Technology Federal Credit Union, PO Box 2100 Beaverton, OR 97075-2100.

2. Please contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. In the event of errors or problems, we must hear from you no later than sixty (60) days after we sent the FIRST (1st) paper or electronic statement on which the problem or error appeared.
3. When you tell us about the problem, please:
 - a. Tell us your name and account number (if any).
 - b. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is in error or what additional information you need.
 - c. Tell us the dollar amount of any suspected error.
4. If you notify us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
5. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation and within two (2) business days of the provisional crediting will notify you of the amount and date of the provisional crediting. If we ask you to put your complaint(s) or questions(s) in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.
6. For errors involving new accounts, point-of-sale (POS), or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Your account is considered a "new account" for the first thirty (30) days after the first deposit is made, unless you already have an established account with us that has been open at least thirty (30) days before this account is opened.
7. We will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

Subsection 2. Business Accounts and other Non-Consumer Accounts Only

In case of questions or errors about transfers or transactions initiated through the Services on a business account, including transfers, or bill payments, you should IMMEDIATELY send us a secure message through the Services after signing on with your Online Banking ID and password to a secure session, contact us toll-free at 855.855.8805, or via written notice at First Technology Federal Credit Union, PO Box 2100 Beaverton, OR 97075-2100.

Section 4. Your Liability for Unauthorized Transactions on Your Account(s)

Subsection 1. Consumer/Personal Accounts Only

The provisions in this Section apply only to electronic fund transfers that debit or credit a natural person member's share draft, share savings, or other share account, used for consumer, personal, and household purposes, and are subject to the Consumer Financial Protection Bureau's Regulation E.

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Tell us AT ONCE if you believe your Online Banking ID or password have been lost or stolen, or if you believe that an electronic fund transfer into or out of your account has been made without your permission, or you suspect any fraudulent activity on your account. Telephoning us is the best way of minimizing your potential losses. A written notification to us should follow your telephone call. The unauthorized use of your Services could cause you to lose all of your money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Online Banking ID or password, you can lose no more than \$50 if someone accessed your account using your Online Banking ID or password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Online Banking ID or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Online Banking ID, password, or other means, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If you can document that a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

Subsection 2. Business Accounts and other Non-Consumer Accounts Only

You are liable for any unauthorized transfer, transaction, or activity through the Services on your account unless the unauthorized activity is the result of our negligence or misconduct. Tell us AT ONCE if you believe anyone has accessed your accounts without your authority. Calling us is the best way of minimizing your potential losses. A written notification to us should follow your telephone call. If you believe your Online Banking ID and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us IMMEDIATELY.

The Electronic Funds Transfer (EFT) Act and its implementing regulation, Regulation E, and hence the error resolution and liability protections applicable to consumers do not apply to accounts maintained for business purposes.

Section 5. Contact Information

If you believe your Online Banking ID or password have been lost or stolen or that someone will or may use it to transfer money from your account without your permission, you must telephone the Credit Union toll-free at 855.855.8805 or write to us at First Technology Federal Credit Union, PO Box 2100 Beaverton, OR 97075-2100. You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

Section 6. Our Liability for Failure to Make or Complete Electronic Payments or Transfers

If we do not properly complete a transfer to or from your First Tech account on time, for the correct amount, and/or to or from the account specified according to your transfer instructions and our Agreement with you, we will be responsible for your losses, as further described below, but in no event will we be liable for any special or consequential damages, unless required by applicable law. However, there are some exceptions.

For instance, we will not be liable in the following circumstances:

8. If, through no fault of ours, you do not have enough available funds in your account to make a transfer.
9. If you provide an incomplete or incorrect Online Banking ID or password, or you answer security questions incorrectly, or you do not enter a correct passcode supplied by First Tech to authenticate your identity, or because your Online Banking ID or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or First Tech instructions for making transfers or using the Services.

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10. If the funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment.
11. If a legal order directs us to prohibit withdrawals from the account.
12. If your account is closed or if it has been frozen.
13. If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
14. If we received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearinghouse, or a terminal owner).
15. If you, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
16. If any electronic terminal, telecommunication device, or any part of the electronic funds transfer system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred.
17. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a Bill Payment or transfer.
18. If our failure to complete the transaction is done to protect the security of your account and/or the electronic system.
19. If you make an error in keying your deposit through the Services (and if you make such error, we are not responsible for returned checks, forfeited dividends, and other consequences which may result).
20. If the payee mishandles or delays a payment sent through the Bill Pay Services.
21. If delays in processing and/or payment are caused by third-party software and/or services.
22. If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, telecommunication outages, postal strikes, equipment, power failure or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

There may be other exceptions and we may establish other exceptions in addition to those not specifically mentioned above.

Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICES, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE, OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM, OR TELEPHONE SERVICE.

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Section 7. Transfers from Non-Transactional Accounts

We may impose limits on the number of certain types of transfers and withdrawals you can make each month from a share savings, money market, or other non-transactional account.

We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Section 8. Preauthorized Electronic Funds Transfers

Subsection 1. Stop Payment Rights & Procedure

If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s), and such transfer has not yet been paid, you may stop payment of these preauthorized transfers from your account. A stop payment may not be placed on any transfer already initiated through the Services. You must telephone us toll-free at 855.855.8805 or send us a written notice at First Technology Federal Credit Union, PO Box 2100 Beaverton, OR 97075-2100, at least three (3) business days or more before the scheduled date of a preauthorized transfer. If you cancel a transfer instruction for a future recurring payment, your request must specify whether the cancellation applies to only one particular transfer, or to all future transfers in the series with respect to that instruction. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. You may place a stop payment request for a single transfer and future recurring transfers by accessing the Services and following the instructions for stop payments. If you cancel an instruction for future recurring payments through the Services, the cancellation will be effective for all future transfers in the series with respect to that instruction.

Subsection 2. Notice of Varying Amounts

If regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You agree we are not responsible for the accuracy of the varying payments. It is your responsibility to address any inconsistencies with the person you are going to pay.

Subsection 3. Liability for Failure to Stop Payment of Preauthorized Transactions

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Section 9. Stop Payments

If a check written on your account, ACH debit, or electronic transaction initiated by the use of a check (e.g., point of sale [POS], etc.) has not yet been paid, any authorized signer on the account and/or any individual authorized to access your account through the Services or our audio response telephone system, may be able to prevent its being paid by initiating a stop payment order, irrespective of who signed the check or how many authorized signatures were required on the check.

To be effective, a stop payment must be received in sufficient time to enable us to act on it. For electronic (ACH) transactions, we must receive your request three (3) business days or more before the payment is scheduled to be made. For Bill Pay transactions, we must receive your request three (3) business days or more before the payment is scheduled to be made. Our records will be conclusive evidence of the existence and details of any stop payment initiated by you. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. A verbal stop-payment order may cease to be binding after fourteen (14) days if you fail to provide a required written confirmation upon request by us. Stop Payments initiated using the Services are not considered accepted until we provide a stop payment confirmation number to you.

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The ability to place a stop payment on a check through the Services may be limited by system availability. If the system is not available to accept your stop payment order, the stop order may be placed by calling us toll-free at 855.855.8805 or visiting any First Tech branch during the normal business hours set forth in the *Membership and Account Agreement*. In order to process your request you must provide us with the exact amount (dollars and cents), check number, account number and payee of the item. If you provide us with any incorrect information or do not give us sufficient time to act on your stop payment request, we will not be responsible for our failure to stop payment of the check. A fee may be charged for each stop payment order or renewal thereof (see our *Fee Schedule/Sheet*). You agree to indemnify, defend, and hold us harmless (to the extent of the law) from all costs, (including reasonable attorney's fees) actions, damages, claims and demands related to or arising from our action in stopping payment on a check or our failure to stop payment on a check.

Part XIII. Representations and Warranties

When you use the Services to access your accounts, you make the following representations and warranties to us:

1. All information you provide to us in connection with the Services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using the Services. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
2. You are an authorized user of the Access Device you will use to access the Services.
3. You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through the Services. You will not reverse engineer or reverse compile any of the Services' technology, including, but not limited to, any software associated with the Services.
4. You will not use the Services or the content or information delivered through the Services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (g) potentially be perceived as illegal, offensive, or objectionable; (h) interfere with or disrupt computer networks connected to the Services; (i) interfere with or disrupt the use of the Services by any other user; or (j) use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
5. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold us and our service providers harmless from any and all third-party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of the Services or your breach of any representation or warranty in this Agreement.

Part XIV. Use of Personal Financial Management Software

We acknowledge that you may elect to use third-party personal financial management software ("PFM"), namely, but not necessarily limited to Intuit's Quicken[®] software. First Tech is unable to provide support for the use of any PFM. If you elect to use any PFM, you do so at your own risk.

Use of any PFM is likely intended to supplement and/or enhance your overall online banking experience but it does not replace use of our Online Banking services. You are responsible for ensuring that any access to our Online Banking system through any PFM is secure and for any necessary purchase, installation, configuration, maintenance, updates and upgrades to the PFM, and/or your computer. We are not responsible for any problems related to any PFM, your computer, or your ability to connect to any PFM.

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We are not responsible for any problem that you may have using any PFM to connect to our Online Banking services, including but not limited to, whether the problem is due to our software or to your software, computer, and/or Internet service. First Tech is not responsible for losses, fraud or otherwise, stemming from your use of any PFM. You should verify all account data obtained and transactions executed on your accounts using any PFM. Our records of transactions, instructions, and communications regarding your accounts and Online Banking access supersede any records stored or created on your computer equipment through the use of any PFM.

This Agreement and our Additional Agreements govern all transactions, instructions, and communications executed or transmitted between you and the user using any PFM. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's PFM.

Part XV. Alerts

Section 1. General

The alerts service is a financial information alert service that allows you to receive information about your account including, but not limited to, information related to account balance changes, checks cleared, debit card purchases, and electronic deposits or withdrawal notifications ("Alerts Service"). When you access Online Banking, you can initiate alerts by following directions within Online Banking. You may set up, change, or delete alerts at any time. You agree and understand that the Alerts Service may not be accessible or may have limited utility over some Internet or mobile networks. The alerts that you authorize are only available through Online Banking. When you create alerts, they are linked only to the account under which they were created through Online Banking. Balances shown on alerts reflect balance information at the time the alert was initiated by First Tech and may no longer be accurate at the time you review it. Additionally, balances on alerts may not reflect funds that are on hold, which may affect your available balance.

Examples of the alerts offered through Online Banking include, but are not limited to, the following:

1. Automatic Withdrawal Alert;
2. Balance Alert;
3. Balance Summary Alert;
4. Debit Card Purchase Alert;
5. Insufficient Funds Alert;
6. Loan Payment Due Alert;
7. Transaction Alert;
8. Transaction Description Alert;
9. Check Cleared Alert;
10. Transfer Fail Alert;
11. Transfer Success Alert; and
12. Online Banking Access Alert.

We may add new Alerts or cancel old Alerts at any time, and may notify you of such changes, but are not obligated to do so.

Section 2. Limitations

Although the Alerts Service is designed to give you timely notice of specific events, it may not always provide immediate notice. You may encounter errors, interruptions, delays, or failures in the receipt of your alerts, which may or may not be out of our control, such as technical difficulties experienced by your Internet service provider or wireless communications carrier. Furthermore, some mobile devices or certain other devices may omit a portion of the alert.

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We will not be liable to you for any losses caused by your failure to properly use or respond to alerts that are sent. We assume no responsibility for the timeliness, reliability, deletion, or delivery error of any alerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.

Section 3. Security

If you use the Alerts Service, you will receive alerts sent to the source you specified when the alert was established. Please be aware that information transmitted via email, text messages, and push notifications may not be secure and First Tech cannot guarantee the security of any information transmitted over a mobile device or to an email address.

Section 4. Changes or Cancellation

You may cancel your participation in the Alerts Service at any time by deleting any scheduled alerts set up through Online Banking. If you need assistance in cancelling any alerts, you may contact us directly.

Part XVI. Secure Messaging

Sending a secure message through the secured section of the Online Banking Services is a way to communicate with First Tech's Member Service department. To ensure the security of your account information, we recommend that you only use secure messaging when asking specific questions about your account(s). For banking transactions, please use the appropriate functions within Online Banking or contact your branch. It is never advised or recommended to send sensitive information such as account or personal information via unsecured email.

You agree that we may take a reasonable amount of time to act on any electronic message we actually receive from you. Any information you receive from us in response to your questions sent via secure messaging is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or any investment or other decision you make using this information. We will only respond to electronic messages through the secure messaging service via the Services. Certain alerts and communications are sent via email to the email address we have on file. If you change your email address, you must notify us in writing at First Technology Federal Credit Union, PO Box 2100 Beaverton, OR 97075-2100, in person, by telephone toll-free at 855.855.8805, or via the Services.

Part XVII. Documentation of Transactions

Section 1. Periodic Statements

You will receive your monthly First Tech account statement(s), which will itemize all transactions made on your account(s) including through the Online Banking Services, unless there are no transactions in a particular month. In any case, you will receive the statement at least quarterly. Such statements will show the amount of the transfer, the date that the transfer was credited or debited to your account, the type of transfer, the account(s) accessed by the transfer, and the name of any third party to or from whom funds were transferred. You agree to immediately review each periodic statement provided or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

A condition to enrollment in Online Banking is that you agree to receive statements, disclosures and notices electronically. Once you obtain access to Online Banking, you will be prompted to read and accept the *Online Services E-Sign Disclosure and Consent*, which will enable electronic delivery of statements, disclosures, and notifications.

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Section 2. Online Banking Transactions

You may print a record of any individual transaction conducted through the Services at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt. A fee may be charged for such a paper copy as set forth in our *Fee Schedule/Sheet*.

Section 3. Pre-Authorized Credits

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can use the Services or you can call us toll-free at 855.855.8805 or by visiting a First Tech branch to confirm whether or not the deposit has been made.

Part XVIII. Illegal Activity

The Online Banking Services may not be used directly or indirectly in a manner that would constitute a crime under local, state, or federal law, or in any illegal activity, including without limitation (1) any “racketeering activity” as defined in 18 U.S.C. § 1961, or (2) any gambling, gaming, betting, or similar activity or transaction. Further, you may not use the Online Banking Services for the purchase of any goods or services on the Internet that involve gambling, gaming, betting, or any similar transaction or activity. Such transactions include, but are not limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips/checks or off-track betting or wagering. We may deny authorization of any transactions identified as illegal activity or prohibited gambling. However, in the event that a charge or transaction described in this Section is approved and processed, you will still be responsible for such charges. If you use the Online Banking Services directly or indirectly in an unlawful manner, you understand that your access to the Online Banking Services may be suspended and/or terminated and we may exercise any rights available to us, including, but not limited to, closing your accounts with First Tech.

Part XIX. Confidentiality

We will disclose information to third parties about your account or the transfers you make:

1. When it is necessary for completing the transfer or transaction;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders or other legal process; or
4. If you give us your prior oral or written permission.

Part XX. Part XX. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED ON AN “AS IS”, “WHERE-IS”, AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. YOU FURTHER ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

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YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR ACCESS DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

Part XXI. Limitation of Liability

UNLESS PROHIBITED BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE SERVICES, ACCESS TO OR USE OF THE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY YOU FROM THE SERVICES, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE EXPRESSLY DISCLAIM ANY LIABILITY FOR THE FAILURE OF ANY EQUIPMENT, THE INTERNET, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

Part XXII. Risk of Loss

In the event of a system failure or interruption affecting the Services, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than Online Banking to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Part XXIII. Indemnity

You agree to defend, indemnify, and hold harmless First Tech, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our service providers ("Related Persons"), from any and all third-party actions, claims, losses, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from:

1. The connection to, provision of, or use of the Services by you or any third party;
2. An allegation of infringement, misuse, misappropriation, or violation of the rights of others (i.e., privacy rights) based on information, data, files, or other materials submitted by you (or anyone permitted by you) to us;
3. Any fraud, manipulation, or other breach of this Agreement by you or anyone permitted by you to access or use the Services; and/or
4. Any violation of law or rights of a third party by you or anyone permitted by you to access or use the Services.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any

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action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Services by you or a joint account owner or other authorized person.

The obligations contained in this Section shall survive termination of this Agreement.

Part XXIV. Privacy & Email Communications

At First Tech, we respect our members' right to privacy. Please see our *Privacy Notice*, which can be found at <https://www.firsttechfed.com/Privacy> for specific terms and conditions. By enrolling in the Services, you agree that First Tech may email you newsletters, articles, product or service alerts, new product or service announcements, offers or offer information concerning our or our subsidiaries' or affiliates' existing or new products or services. If you prefer not to receive this type of information from us, contact us toll-free at 855.855.8805 or you will have the option to opt out on the bottom of each email communication for future email communication of the same type.

Part XXV. Recording of Phone Calls & Emails

You authorize us and our agents to record or copy any phone call, email, secure message, or chat from or to you concerning the Services.

Part XXVI. Telephone Consumer Protection Act ("TCPA") Consent

You agree that we may from time to time make calls and/or send text messages to you at any telephone number you provide to us, including any mobile telephone number that could result in data usage and charges to you. This is so that we can service and keep you informed about your account(s) (including loans, if any), collect any amounts you owe us, provide access codes, and/or provide fraud, security breach, or identity theft alerts. You also agree that you may be contacted by our service providers making such calls/texts on our behalf. The manner in which these calls or text messages may be made to you include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. You understand that you are not required to provide consent as a condition to receiving our products or services. You may revoke your consent or change the telephone number provided at any time by contacting us toll-free at 855.855.8805, in person, or by writing to First Technology Federal Credit Union, PO Box 2100 Beaverton, OR 97075-2100.

Part XXVII. Disclosure of Delayed Funds Availability

If we have placed a hold for uncollected funds on an item you deposited, there could be a delay in your ability to withdraw or transfer such funds using the Services. For further details, refer to our Funds Availability Policy available here: <https://www.firsttechfed.com/Funds-Availability>.

Part XXVIII. Links to Third-Party Sites

Our website may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience for you. While we will attempt to select and provide links to Linked Sites that we believe may be of interest to our members, we do not screen, approve, review, or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that First Tech, and its affiliates and partners, are not responsible for the content of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

Part XXIX. General Terms & Conditions

- Governing Law.** This Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the state in which the office of the Credit Union that maintains your account is located without regard to its

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conflicts of laws provisions. If you were not physically present at a branch office of the Credit Union when you opened your account (for example, your account was opened over the Internet), your account will be governed by the laws of the State of California; however, if the Credit Union notifies you in writing that your account has been assigned to a particular branch office, the laws of the state where that branch office is located will govern this Agreement. You agree that any claim or dispute you may have against us arising from or related to this Agreement shall be subject to the exclusive jurisdiction of and venue in the state or federal courts located in whose laws govern this Agreement.

2. **Collections.** You agree that we shall be entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, any of the Services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future deposits and we have the right to apply such deposits to any money you owe. If any legal action is required to enforce any provision of this Agreement or to collect money you owe, you agree to pay all costs of collections, including reasonable attorney's fees, court costs, and other charges incurred for enforcing our rights under this Agreement.
3. **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement at any time in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
4. **No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
5. **Severability and Headings.** If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
6. **Relationships to Other Disclosures.** The information in this Agreement applies only to the Service described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.
7. **Changes to the Agreement.** We reserve the right to change the terms and conditions upon which the Services are offered and may amend, modify, add to, or delete from this Agreement from time to time. We will provide you with written notice if required by applicable law. Further, we may, from time to time, revise or update the Services, programs, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, any programs, and/or related material(s) and limit access to our more recent versions and updates.

Our website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made and it cannot be disclosed without jeopardizing the system's security, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when changes are made which materially affect your rights. If you use the Services after the effective date of a change, your use indicates that you agree with the change(s).

8. **Term & Cancellation.** This Agreement remains in effect until it is terminated by you or us.

You may terminate this Agreement or cancel your participation in the Online Banking at any time by notifying us of your intent in writing or through an Online Banking secure message. Your use of Online Banking will be cancelled after we have had a reasonable opportunity to act upon your cancellation request. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination.

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We may suspend or terminate your participation in the Services for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute, or legal process; (e) would violate any law, rule, or regulation applicable to us, the Services, you, or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Agreement, any other applicable agreement with us, or any of our policies, procedures, or practices; or (g) for our protection or your protection, we have reasonable cause not to honor. We reserve the right to suspend or terminate your use of the Services or refuse to honor an instruction, in whole or in part, at any time, with or without cause and with or without notice.

If you do not access Online Banking and there has been no activity on any of your accounts through the Services (such as an automatic bill payment) for any consecutive one hundred and eighty (180) day period and there is no such activity pending as of the end of such one hundred and eighty (180) day period, we reserve the right to terminate your access to the Services. If any of your share draft, share savings, or other share accounts are closed due to insufficient funds or any other reason, such account will no longer appear in your Online Banking profile. If any other account is closed for any reason, such account may no longer appear in your Online Banking profile.

Any payments or transfers we have already processed before the cancellation date will be completed. Upon termination of this Agreement or the Services, we will endeavor to cancel any applicable account transactions you have previously authorized, but we make no guarantee that it will be able to do so. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are canceling your participation in the Services. You are responsible for any payments or transfers scheduled by you prior to termination that you have not canceled. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that we are unable to cancel or that have already been processed before the requested termination date will be completed.

Termination of your participation in the Services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

9. **Notice and Communications.** Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through the Services, if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current mailing and email addresses, as applicable. You agree to notify us promptly of any change of address or email address. You may notify us toll free at 855.855.8805, in person at any of our offices, via the Services, or by sending a written and signed notice to First Technology Federal Credit Union, PO Box 2100 Beaverton, OR 97075-2100, Attention: Regulatory Deposit Services and Reporting.

BY ENROLLING IN, USING, ACCESSING, OR PERMITTING ANY OTHER PERSON(S) TO ENROLL IN, USE, OR ACCESS, ANY OF THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ENTIRETY, AS MAY BE AMENDED FROM TIME TO TIME.